

WARRANTY DEED

45-0-85 ✓
42-49**Know all Men by these Presents,**

That **30301**
SUSAN I. VIGUE of Waterville, County of Kennebec and State of
 Maine,

in consideration of One (\$1.00) Dollar and other valuable considerations

paid by **JAMES F. VIGUE**

**NO TRANSFER
TAX PAID**

whose mailing address is 28 Cherry Hill Drive, Waterville, Maine 04901

the receipt whereof I do hereby acknowledge, do hereby **give, grant, bargain, sell and**
convey unto the said **JAMES F. VIGUE**

his heirs and assigns forever,

My one-half interest in and to a certain lot or parcel of land situated on Cherry Hill Drive, City of Waterville, County of Kennebec and State of Maine, more particularly bounded and described as follows, to wit:

Beginning at an iron pin at the intersection of the northerly line of Cherry Hill Drive with the westerly line of the First Rangeway and marking the southerly corner of Lot #79 on Plan of Cherry Hill Development, as shown on Plan dated August 29, 1960 and recorded in Kennebec Registry of Deeds, Plan Book 17, Pages 34 and 35; thence westerly in the northerly line of said Cherry Hill Drive a distance of one hundred eighty-six (186) feet to another iron pin; thence continuing westerly in the northerly line of Cherry Hill Drive a distance of one hundred four (104) feet to an iron pin; thence turning and running northerly about one hundred ninety-five (195) feet to an iron pin in the northerly line of Cherry Hill Development; thence turning and running easterly a distance of ninety-nine (99) feet to another iron pin still in the northerly line of Cherry Hill Development which pin is two hundred eighty-nine (289) feet from the westerly line of First Rangeway measured along the northerly line of said Cherry Hill Development; thence turning and running southerly to the second iron pin; being substantially the westerly half of Lot #78 and the westerly half of Lot #77 on said Plan of Cherry Hill Development which is hereby modified accordingly, all as shown on sketch annexed hereto and made a part hereof to be recorded herewith and to be known as Lot #78. (New sketch recorded in Book 1361, Page 322).

This conveyance is made upon express conditions, restrictions, limitations and covenants as follows:

FIRST: This entire tract shown by the Plan of Cherry Hill referred to above is restricted to building for residential purposes only by the Waterville Zoning Ordinance, and this lot #78 and all other lots shown by said plan is subject to and entitled to the benefits of said Ordinance.

SECOND: It is further covenanted and agreed that neither this Lot #78 nor any other lot shown upon said plan shall be used for building more than one dwelling house and that no house shall be adapted or used by more than one family.

THIRD: Furthermore, no such house shall be built costing less than Fifteen Thousand (\$15,000.00) Dollars on said Cherry Hill Drive.

FOURTH: No building or any part of a building shall ever be erected or allowed to stand upon said lot within fifty (50) feet of the boundary line of the lot, except that as to corner lots, for instance like Lot #1 the set-back of fifty

CONTINUED ON REVERSE SIDE

(50) feet from the street shall apply only on the side next to the principal streets; that is, in the case of said lot #1 to the side next to the First Rangeway.

Said premises are conveyed subject to certain easements as follows: To lay and maintain an underground drainage pipe, as it now exists, from Lot #76 across this lot #78 and with the benefit of a like easement to continue an underground drainage pipe and system, as now exists, partially across Lot #79. For more particulars relating to the easements on said Lot #78 and #79 refer to deeds of A. Raymond Rogers and Arthur T. Eaton, Executors and Trustees to Edward McLaughlin and Robert J. Carey dated April 23, 1956, and of Edward McLaughlin to Robert J. Carey dated April 23, 1956, both recorded in Kennebec Registry of Deeds.

Reference is made to certain easements running with the property herein conveyed as are more particularly described in certain deeds from A. Raymond Rogers and Arthur T. Eaton to Robert Moodie dated April 15, 1957 and recorded with a mortgage and from A. Raymond Rogers and Arthur T. Eaton to Edward McLaughlin and Robert J. Carey dated April 23, 1956 and recorded in the Kennebec Registry of Deeds, Book 1054, Page 287, to which reference is made for a more particular description of the property.

Being the same premises acquire by James Vigue and Susan Vigue by deed of David P. Ellison and Cynthia A. Ellison dated February 22, 1978 and recorded in the Kennebec County Registry of Deeds in Book 2083, Page 271.

Subject, however, to existing Mortgages of record to Peoples Heritage Savings Bank and Merrill Trust Company.

in the above described premises, have hereunto set my hand and seal this 24th day of the month of December, A.D. 1986.

Signed, Sealed and Delivered

in presence of

Susan I. Vigue
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Susan I. Vigue
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State of Maine, County of Kennebec ss. December 24, 1986.

Then personally appeared the above named Susan I. Vigue

and acknowledged the foregoing instrument to be her free act and deed.

Before me,

David J. Gilbert
.....
Notary Public
Attorney at Law

Printed Name, *David J. Gilbert*
comm exp 1-22-89

RECEIVED KENNEBEC SS.

1986 DEC 31 AM 11:02

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